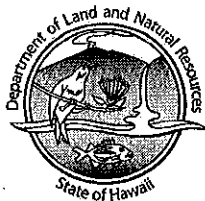


LINDA LINGLE  
GOVERNOR OF HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

May 21, 2008

LAURA H. THIELEN  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI  
FIRST DEPUTY

KEN C. KAWAHARA  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAIHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, HI 96813

Land Board Members:

**SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A REBURIAL AGREEMENT  
WITH LEWIS PIRKLE CONGER FOR THE HUMAN SKELETAL REMAINS  
REINTERRED ON HIS PROPERTY AT KAILUA AHUPUA'A,  
KOOLAUPOKO DISTRICT, ISLAND OF O'AHU AT [TMK (1) 4-3-026:009]**

Submitted for your consideration is a request to enter into a reburial agreement with Lewis Pirkle Conger to implement the conditions agreed upon by the landowner and accepted by the State Historic Preservation Division.

Section 6E-43, and 6E-43.6, Hawaii Revised Statutes, require the State to regulate the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery. In order to provide perpetual protection for the newly established burial site for the skeletal remains, its location will be recorded in the Bureau of Conveyances together with the attached Reburial Agreement. This Reburial Agreement establishes a permanent preservation zone, access rights for lineal and cultural descendants and states that the burial will not be willfully disturbed by the landowner, its successors and assigns.

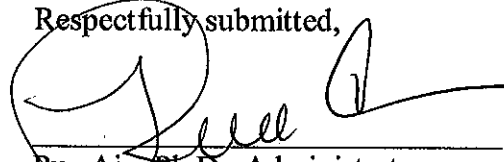
The office of the Attorney General has conducted a review of the Reburial Agreement and all suggested amendments were incorporated into the attached agreement.

**ITEM I-3**


## RECOMMENDATION

That the Board authorize Chairperson Thielen to execute the attached Reburial Agreement with Lewis Pirkle Conger.

Respectfully submitted,

  
\_\_\_\_\_  
Pua Aiu, Ph.D., Administrator  
Historic Preservation Division

APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
LAURA THIELEN, Chairperson  
Board of Land and Natural Resources

[illegible]

## REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

## REBURIAL AGREEMENT

This Reburial Agreement dated April 16, 2008, by and between LEWIS PIRKLE CONGER, whose address is 144 Kapa'a Street, Kailua, HI 96734 ("Landowner") and the STATE OF HAWAII ("State") by its Board of Land and Natural Resources whose address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawaii'i 96813.

WITNESSETH

WHEREAS, the Landowner owns real property at Kailua Ahupua'a, Ko'olaupoko District, Island of Oahu, identified by Oahu Tax Map Key No. [TMK: (1) 4-3-026:009] in which property unmarked burial sites containing the skeletal remains of undetermined amount of individuals were identified; and further described in "Exhibit A";

WHEREAS, the State, pursuant to Section 6E-43 and 6E-43.6, Hawai'i Revised Statutes, is responsible for regulating the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery; and

WHEREAS, the parties desire to enter into this Agreement to rebury the human skeletal remains of certain individuals.

NOW THEREFORE, in consideration of the above and the terms and conditions contained herein, the parties agree as follows:

1. The Landowner agrees to allow the skeletal remains of the ancestral Native Hawaiians to be reburied on the Landowner's property located at 144 Kapa'a Street, Kailua, Hawai'i 96734.
2. The Landowner, upon recommendation from the Department of Land and Natural Resources agrees to establish buffer zones around all reburial sites. The buffer zones would be varied according to the natural boundaries already established by the property lines and the house foundation walls. No structures of any kind will be erected on the burial sites.
3. The Landowner, upon recommendation from the Department of Land and Natural Resources, agrees to landscape and maintain the reburial site.
4. The Landowner agrees to prepare a burial site 6 feet by 3 feet by 3 feet deep for the final repose of the remains.
5. The Landowner agrees to treat the exact location of reburial sites as confidential information as provided for by section 6E-43.5, Hawai'i Revised Statutes.
6. The Landowner agrees to provide living Cultural and Lineal descendants, as determined by the OIBC in conjunction with SHPD-Burial Sites Program, access rights to visit the burial sites for cultural purposes. The access rights shall be by the most direct route across the Landowner's real property. A list of names and contact information of the Cultural and Lineal descendants shall be provided to the Landowner by the SHPD-Burial Sites Program. Such right of access shall be subject to the rules and policies of the Landowner. Cultural and Lineal descendants are to contact the Landowner or their representatives thereof to confirm dates and times of visitation. The request for visitation must be made at least 7 days in advance to confirm date and time.
7. The Landowner, on behalf of itself and its successors and assigns, covenant and agree not to willfully disturb in any manner, or allow the disturbance of in any manner, the repose of the human skeletal remains reburied at its property at 144 Kapa'a Street, Kailua, Hawai'i 96734.
8. In the event the Landowner learns that the human skeletal remains, or any part thereof, are unearthed by natural causes or otherwise, the Landowner agrees to immediately notify the Department of Land and Natural Resources. The Landowner agrees not to handle the

human skeletal remains in any manner. The Department of Land and Natural Resources, shall take proper action to secure the remains in place.

IN WITNESS WHEREOF, the STATE OF HAWAI'I, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Agreement to be executed as of the day, month, and year first above written.

STATE OF HAWAI'I

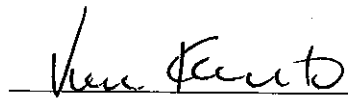
By \_\_\_\_\_  
Chairperson, Board of Land and Natural Resources

By \_\_\_\_\_  
Member, Board of Land and Natural Resources

LANDOWNER  
Lewis Perkle Conger

By \_\_\_\_\_

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 5-6-08

STATE OF HAWAI'I

COUNTY OF

)  
) SS.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

25 15  
70 Cy

L-39 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

AUG 21, 2000 08:01 AM

Doc No(s) 2645011

on Cert(s) 375,757

Issuance of Cert(s) 561,097

/s/ CARL T. WATANABE  
ASSISTANT REGISTRAR

CONVEYANCE TAX: \$399.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP( ) TO:

SECURITY TITLE CORPORATION  
427-B KILAUEA AVENUE  
HILO, HAWAII 96720

ORDER NO.: 406888  
ESCROW NO.: 20030248-003-EKY  
Elaine Yamaguchi  
THIS DOCUMENT CONTAINS 2 PAGES

11c  
**ORIGINAL**

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: ALAN BRADFORD BURDICK, husband of Ramona Hussey, whose  
mailing address is 733 Mokapu Road, Kailua, Hawaii 96734

GRANTEE: LEWIS PIRKLE CONGER, unmarried, whose mailing address is  
2641 Village Lane, Bossier City, Louisiana 71112

TAX MAP KEY (1) 4-3-026:009

PKK/STC20108.DED/8-7-00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That ALAN BRADFORD BURDICK, husband of Ramona Hussey, whose mailing address is 733 Mokapu Road, Kailua, Hawaii 96734, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by LEWIS PIRKLE CONGER, unmarried, whose mailing address is 2641 Village Lane, Bossier City, Louisiana 71112, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the First Taxation Division, State of Hawaii, as Tax Map Key 4-3-026:009, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, as the Grantee's sole and separate property, and the said Grantee's heirs, personal representatives and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the



**EXHIBIT "A"**

All of that certain parcel of land situate at Kailua, District of Koolaupoko, City and County of Honolulu, State of Hawaii, described as follows:

Lot 2-A-91-B, area 10,000 square feet, more or less, as shown on Map 229, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 677 of Harold Kainalu Long Castle;

Together with a right of way, forever, over all those certain pieces or parcels of land situate at Kailua aforesaid, and being all of Lots 20-X, 20-I, 20-P and 20-W, as shown on Map 4, of Land Court Application No. 323 of Bernhard Rudolph Banning; said Lots 20-X, 20-I, 20-P and 20-W being all of the land described in Transfer Certificate of Title No. 17,095 issued to Henry Peter O'Sullivan and Frank Dennis Creedon;

Being all of the land described in Transfer Certificate of Title No. 375,757.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

**END OF EXHIBIT "A"**